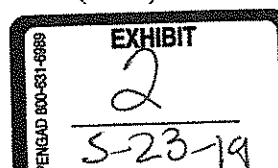


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2015 DEPUTY REGISTRAR CONTRACT TERMS AND CONDITIONS

1. **GENDER.** It is understood by the parties that the deputy registrar may be referred to herein as "he," "she," or "it," or variations thereof, and that those references shall be construed as referring to the person appointed as a deputy registrar herein, whether that person be a natural person of the male gender or the female gender, or a nonprofit corporation.
2. **COMPLIANCE WITH LAWS.** The parties acknowledge and agree that the position of deputy registrar is created by statute and the powers, authority, duties, and limitations set forth in the Ohio Revised Code (ORC) and the Ohio Administrative Code (OAC) are controlling. The deputy registrar agrees to comply with all applicable federal, state, and local laws in the conduct of the deputy registrar agency. The Bureau of Motor Vehicles (BMV) intends to monitor, in particular, each deputy registrar's compliance with the Americans with Disabilities Act (ADA) and the Equal Employment Opportunity (EEO) Act. The deputy registrar shall obtain a vendor's license and shall collect Ohio sales tax when required by law.

Compliance requirements. The deputy registrar agrees to abide by the provisions of the request for proposals (RFP), the proposal, this Contract, the Deputy Registrar Manual, the requirements contained in directives from the BMV, and any other matter reasonably prescribed by the Registrar of Motor Vehicles (Registrar, herein).

3. **NATURE OF THE CONTRACT.** This contract is in the nature of a non-exclusive, limited franchise contract. It is in the nature of a franchise contract because deputy registrars are authorized to perform governmental licensing functions on behalf of the Registrar and the State of Ohio and because deputy registrars are independent contractors and not employees of the State. The franchise is non-exclusive because there is no protected franchise territory and the Registrar may establish additional deputy registrar agencies at any time the Registrar deems it advisable. The franchise is limited because this contract terminates absolutely at the end of the contract term. The ORC may require the deputy registrar to provide certain services without charge. In consideration of the award of this contract, the deputy registrar agrees to provide those specified services without charge.

Deputy registrar's status as an independent contractor. The parties acknowledge and agree that the BMV is an agency of the State of Ohio and that each deputy registrar is an independent contractor. County auditors and clerks of courts holding a deputy registrar contract are public officials of the counties in which they serve. Both they and their employees are employees of their respective counties, which are political subdivisions of the State of Ohio. They are eligible to participate in the Ohio Public Employees Retirement System (OPERS) through their county employment. Individuals holding a deputy registrar contract own and operate their respective deputy registrar agencies as independent contractors. Neither they nor their employees are employees of the State of Ohio or any of its political subdivisions and they are not eligible to participate in the Ohio Public Employees Retirement System. Nonprofit corporations holding deputy registrar contracts own and operate their respective deputy registrar agencies as independent contractors; their employees are not employees of the State of Ohio, nor any of its political subdivisions, and their employees are not eligible to participate in the Ohio Public Employees Retirement System. Upon selection, deputy registrars, other than county auditors and clerks of courts, are required to complete the PEDACKN form (<https://www.opers.org/forms-archive/PEDACKN.pdf>) acknowledging their status as independent contractors.

2015 DEPUTY REGISTRAR CONTRACT TERMS AND CONDITIONS (Cont'd.)

Other competitive factors. The parties acknowledge that the BMV will continue to offer vehicle registration and other services by mail and over the Internet (OPLATES). The BMV may offer vehicle registration and other services through the use of self-service terminals (SSTs) located throughout Ohio. Pursuant to ORC 4503.036, the BMV has established limited authority deputy registrars (LADRs). LADRs are certain clerks of courts and motor vehicle dealers who are authorized to process motor vehicle registrations at the time they are applying for or processing applications for certificates of title. These activities may affect the number of transactions conducted by deputy registrars. In addition, the BMV may explore alternative methods to issue and provide driver licenses, identification cards, vehicle registrations and other BMV-related services.

4. **FEES TO BE CHARGED; CONSIDERATION.** The deputy registrar shall charge those fees and only those fees, no more and no less, provided in the ORC for statutory services. The deputy registrar shall turn over all amounts as required to the BMV and shall retain the statutory service fees in consideration for services rendered as provided under this contract.
5. **SERVICES TO BE PERFORMED.** The deputy registrar shall perform the duties prescribed for deputy registrars in the ORC, the OAC, the RFP, the proposal, the Deputy Registrar Manual, directives from the Registrar via the Bureau of Motor Vehicles (BMV), and any other requirement prescribed by the Registrar. These duties shall include, but are not limited to: issuing drivers' licenses, commercial drivers' licenses, Ohio identification cards, motorcycle and moped licenses; issuing vehicle registrations; administering motor vehicle inspections; recording the willingness of applicants to make anatomical organ donations; making notations of durable powers of attorney and other health care instruments; conducting vision screening; conducting voter registration; collecting certain charitable donations; providing certain public information; collecting next of kin information; and other services as required by law or directed by the Registrar. Deputy registrars must be able to perform all license agency transactions. In instances where clerks of court, county auditors, or nonprofit corporations are appointed as deputy registrars, the office manager must be able to perform all license agency transactions. BMV field staff will be authorized to conduct periodic testing to verify this proficiency. The parties acknowledge and agree that the duties of deputy registrars and the services to be performed may be changed during the term of this contract as necessary to comply with revised laws, administrative rules, Deputy Registrar Manual, or directives by the Registrar.

Anatomical donations and health care instruments. As required by ORC Section 4507.06, the deputy registrar shall ask each person who is applying for a driver license and identification card whether the applicant wishes to certify willingness to make an anatomical donation and whether the applicant has executed a durable power of attorney for health care or an instrument regarding life-sustaining treatment.

Charitable donations. The deputy registrar may be required to give customers an opportunity to donate, and collect donations, on behalf of certain charitable organizations as provided by statute.

2015 DEPUTY REGISTRAR CONTRACT TERMS AND CONDITIONS (Cont'd.)

Voter registration. The deputy registrar shall comply with any voter registration rules adopted by the Registrar or the Ohio Secretary of State and shall offer voter registration services as prescribed by the Registrar. Voter registration services shall include new registrations, changes of address, and changes of name. The deputy registrar shall maintain an accurate record of the number of applications from persons eighteen years of age or older for drivers' licenses, permits, renewals, endorsements, or duplicates thereof, the number of voter registrations, changes of address and changes of name processed, and the number of applicants who declined any voter registration services.

Selective Service information. The deputy registrar shall comply with federal and Ohio laws and regulations governing the collection and reporting of Selective Service information.

Temporary tags. The deputy registrar shall not issue any temporary license tag except in strict compliance with the requirements of the ORC and the Registrar.

Correspondence. The deputy registrar shall respond to all correspondence from the BMV within ten calendar days of receipt, or sooner if the circumstances dictate or if specifically requested by the BMV.

Display of promotional materials. The deputy registrar shall display posters and brochures as authorized and directed by the Registrar in prominent locations so as to be readily visible to the public. The deputy registrar shall participate in special projects and promotions when authorized or requested by the Registrar.

6. **GEOGRAPHICAL AREA.** The deputy registrar shall open and maintain the agency within the location specified and designated in the RFP and at the site approved by the Registrar and the Director of Public Safety (Director, herein). The deputy registrar shall not move the agency to another site without the advance written consent of the Registrar. The deputy registrar shall not open or maintain an office in violation of zoning laws or any other law or regulation or court order.

Non-exclusive territory. The deputy registrar understands that there is no entitlement to an exclusive territory in that the Registrar has full statutory authority under ORC Section 4503.03 to determine the number of deputy registrars within the State of Ohio, including within the immediate area surrounding the site of the deputy registrar and has full statutory authority to appoint whomever the Registrar, with the approval of the Director, wishes, within the restrictions imposed by statute or administrative rule. The Registrar may also appoint limited authority deputy registrars as provided by statute and administrative rule.

2015 DEPUTY REGISTRAR CONTRACT TERMS AND CONDITIONS (Cont'd.)

7. **MINIMUM PERSONAL QUALIFICATIONS.** The deputy registrar understands and agrees that no person shall operate a deputy registrar agency if he or she is serving in an elective public office either by election or appointment. This limitation does not apply to any county auditor, any clerk of courts in a county having a population of not more than fifty thousand or appointed as deputy registrar under provisions contained in Section 4303.03(A)(1)(c) of the ORC, or any deputy registrar who, subsequent to being awarded a deputy registrar contract, is elected to an office of a political subdivision. An individual deputy registrar may operate more than one deputy registrar agency only with the written permission of the Registrar; a nonprofit corporation formed for the purposes of providing automobile-related services to its members or the public, and a clerk of courts may operate at more than one location in accordance with applicable statutes and administrative rules.

Initial training. Newly appointed deputy registrars shall attend training sessions prescribed by the Registrar prior to the opening of the agency to assure that customer service is effectuated.

Financial solvency of Deputy Registrars. Continuation of each deputy registrar's contract is contingent upon the deputy registrar maintaining fiscal responsibility and financial solvency during the full term of the deputy registrar's contract. The deputy registrar shall comply with license agency financial self-reporting, submission of annual credit reports, undergo routine financial reviews and other requirements specified within the Deputy Registrar Manual. The Registrar shall require each individual deputy registrar (unless otherwise directed by the Registrar, county auditors, clerk of courts and nonprofit corporations will not be required to submit annual credit reports) to make available a complete credit report, including credit score, annually on a date set by the Registrar. Appropriate BMV staff shall review each credit report and shall determine whether additional monitoring by the BMV is warranted to insure the deputy registrar continues to maintain fiscal responsibility and financial solvency and that BMV funds are adequately protected and promptly deposited in the State of Ohio account. Additionally, the deputy registrar shall make available a (current year) credit report to be reviewed by the Field Advisor or other authorized BMV representative upon request.

Residency requirements. Prior to the award of a contract, the person appointed shall give evidence, satisfactory to the Registrar, that he or she is legally entitled to work in the United States of America. Each individual deputy registrar shall occupy a primary residence in a location that is within a one-hour commute time from the deputy registrar's agency or agencies, during the term of the contract. The Registrar shall determine the commute time by using multiple established Internet-based mapping services. As used herein, "primary residence" means a residence that meets all of the following: it is the place where the deputy registrar customarily lives; the one place that is the deputy registrar's true, principal, and permanent home; and the place he or she intends to remain. If the deputy registrar is a nonprofit corporation, it shall maintain a place of business within the county in which each of its agencies are located. The Registrar may, upon notice and the deputy registrar's failure to cure the failure to comply with the residency requirement within 30 days of sending that notice, terminate the contract of any deputy registrar who violates this provision.

2015 DEPUTY REGISTRAR CONTRACT TERMS AND CONDITIONS (Cont'd.)

Criminal records. No person shall be eligible to be a deputy registrar or deputy registrar employee or be able to continue in those capacities if the person has within the previous ten years been convicted of a felony (a crime punishable by death or imprisonment in excess of one year) or any crime involving dishonesty or false statement.

Other businesses require prior approval. The deputy registrar agrees not to operate any other business or sell any other products or services on the deputy registrar premises without the prior written approval of the Registrar.

Nonprofit corporation in good standing. In the case of a deputy registrar that is a nonprofit corporation, the continuation of this contract is contingent upon the deputy registrar maintaining its good standing as a nonprofit corporation with the Ohio Secretary of State. If the corporation loses its good standing, it must report such fact within seventy-two hours to the Registrar.

8. **POLITICAL CONTRIBUTIONS.** A deputy registrar shall comply annually with the provisions of ORC Section 4503.033, which requires deputy registrars to file a disclosure of political contributions annually, no later than January 31st of the year following each calendar year. This contract is contingent upon the deputy registrar's continuing compliance with the provisions of ORC Section 4503.03(B) and 4503.032 with regard to political contributions. If the deputy is a nonprofit corporation, it shall file a disclosure statement for the nonprofit corporation itself and a disclosure statement for its chief executive officer having responsibility for the deputy registrar agency. A county auditor or clerk of a court of common pleas is not required to file the disclosure statement or pay the filing fee required under ORC Section 4503.033.
9. **DEPUTY REGISTRAR LIABILITY.** The deputy registrar shall be required to accomplish routine care of the equipment provided by the BMV, as prescribed by the manufacturer and the Registrar, in order to ensure that it continues in good working order, including but not to be limited to, daily cleaning of equipment and routine inspection for and removal of any debris that may impede or prevent the correct operation of any equipment. The deputy registrar shall be responsible for the cost of repairs to the equipment when damage is due to fault on his or her part or that of his or her employees. The deputy registrar shall ensure that the license agency is free of potential fire and safety hazards at all times. The deputy registrar shall be personally and strictly liable for the consignment value of all license plates, stickers, all other inventory, and state-owned equipment issued by the BMV.

Security requirements. The deputy registrar is responsible for supplying equipment necessary to keep secure all BMV funds, equipment, inventory, and records. At minimum, each deputy registrar shall supply a safe or secure locking cabinet and an acceptable, off-site monitored reporting alarm system. The alarm system shall include a feature which automatically reports off-site if wires are cut or disconnected. The deputy registrar is responsible for assuring that all appropriate items are securely stored and locked and that the agency is secured and locked at all times the agency is not open for business. In addition, the following requirements will be imposed for license agency security:

2015 DEPUTY REGISTRAR CONTRACT TERMS AND CONDITIONS (Cont'd.)

Security requirements (Cont'd.). (1) installation of a monitored recording video surveillance system to sufficiently observe customer and employee activity inside of the license agency business with a sufficient number of security cameras to fully view all areas of each entrance, customer waiting area, customer service area, and all entrances to the inventory storage area, at all times; each camera must be a digital color camera with zoom capability; equipped with motion detection so that when the office is closed, the cameras will activate with motion; equipped with infrared or motion-activated lighting and repaired or replaced immediately if they become inoperable; the cameras must be operational at all times the office is open; the security camera media and hard drive must be kept secure; it is recommended that recorded video be retained for a rolling 30-day period and is required to be saved for a minimum of 14 days on a rolling calendar period; (2) installation of motion detectors in each room or space, including the records storage room; (3) installation of alarm contacts on all exterior points of entry, including windows that open, and an alarm contact on the door to the records storage room, if applicable; (4) installation of window vibration sensor reporting alarms or alarm monitored motion detectors for windows that could be opened or broken into and entered by an intruder; (5) installation of smoke, fire, and carbon monoxide detection devices; (6) installation of a minimum of one concealed alarm monitored panic/hold-up button under counters between every two computer terminals provided or, if approved by the Registrar, an alternate key fob activated panic/hold-up device; (7) each employee authorized to turn off the alarm system must have a unique security code; (8) the security alarm company must be able to provide reports to show by whom and when the alarm was turned on, turned off, and the time and location within the facility of any intrusion; (9) the security alarm company must automatically notify local law enforcement and the deputy registrar to respond if the alarm is set off; (10) all license agencies will provide a crosscut shredder to be made readily available to all customers for the destruction of any customer copies of records that contain personal information about the customer; (11) all records that have exceeded the retention period must be shredded on-site; and (12) provisions for safeguarding (erase/destroy/remove/reformat) all hard drive data (including images) stored on copiers, scanners, and facsimile devices used in the license agency for business purposes when the equipment is disposed, salvaged, sold, recycled, auctioned or otherwise removed from the license agency business. The security system and cameras must be diagnostically tested monthly and verification of operating condition shall be made available to BMV staff for review. The BMV reserves the right to require more or less security measures whenever and wherever needed.

10. **INDEMNIFICATION.** The deputy registrar shall indemnify and hold harmless the Registrar, the Director of Public Safety, the Bureau of Motor Vehicles, the Department of Public Safety, and the State of Ohio upon any and all claims for injuries or damages resulting in any way from the operation of the deputy registrar agency by the deputy registrar or the deputy registrar's agents or employees.

2015 DEPUTY REGISTRAR CONTRACT TERMS AND CONDITIONS (Cont'd.)

Insurance and hold harmless. The deputy registrar shall maintain during the entire term of his or her contract a policy of business liability, theft, and property damage insurance satisfactory to the Registrar and shall hold the Department of Public Safety, the Director of Public Safety, the Bureau of Motor Vehicles, and the Registrar harmless upon any and all claims for damages or losses arising out of the operation of the deputy registrar agency. The policy shall include coverage of at least \$50,000.00 for BMV property with the Ohio BMV to be added as the second named insured or additional insured; minimum coverage of \$250,000.00 for personal liability; and the Ohio BMV is to be notified immediately of any policy cancellation.

The indemnification and "hold harmless" requirements do not apply to county officials.

11. **BOND REQUIREMENTS.** The deputy registrar shall maintain in full force and effect during the entire term of this contract the bond prescribed by the Registrar pursuant to ORC Section 4503.03(G). The bond shall be on a form prescribed by the Registrar. The amount of the bond shall be \$25,000. Clerks of court and county auditors may be permitted to fulfill the bond requirement by including the BMV onto an existing county bond as an additional insured so long as the county bond sufficiently protects the State, ODPS, and BMV from any acts of dishonesty by the deputy registrar and any or all of the deputy registrar's employees. The Registrar may adjust the amounts of the bond if there is good cause to do so. However, the amount of the bond shall not be increased during the term of this contract. The bond shall be purchased by the deputy registrar naming the State of Ohio, Department of Public Safety (ODPS), Bureau of Motor Vehicles (BMV), as the bondholder, insured, or additional insured, on the bond itself, in a rider or in an add-on. The bond shall protect the State, ODPS, and BMV from any acts of dishonesty by the deputy registrar and any or all of the deputy registrar's employees. Any delinquency, default, or cancellation of bond coverage shall be reported immediately by the bonding company to the Bureau of Motor Vehicles, Office of Field Services, P.O. Box 16520, Columbus, Ohio 43216-6520.
12. **COMPUTERS AND BMV-SUPPLIED EQUIPMENT.** The BMV shall supply the deputy registrar with the necessary computers and related equipment, including a camera and printers, necessary to process and produce driver license applications, driver licenses, commercial driver licenses, identification cards, and motor vehicle registrations. The computers and related equipment remain the property of the BMV and shall be surrendered upon the termination of this contract, whether by expiration or at the instance of the Registrar or of the deputy registrar. The deputy registrar shall cooperate in having the equipment returned to the Registrar at the Registrar's request.
13. **INVENTORY.** The BMV also supplies inventories of license plates, validation and county stickers, and many of the forms necessary to transact BMV business. The deputy registrar is responsible to order and maintain adequate, but not excessive, inventories of all items necessary to efficiently serve the needs of the deputy registrar's customers. The BMV will adopt inventory ordering and delivery schedules and will pay the transportation expenses for all scheduled deliveries. The BMV may charge, and the deputy registrar shall pay, for additional transportation, delivery, or transfer charges caused by the deputy registrar ordering too much or too little inventory.

2015 DEPUTY REGISTRAR CONTRACT TERMS AND CONDITIONS (Cont'd.)

14. **OFFICE HOURS.** The deputy registrar shall maintain the business operating hours as required by ORC Section 4503.03(D), the OAC, and as directed and approved by the Registrar. The deputy registrar shall open the agency for other extended hours when the Registrar deems that they are necessary. No agency shall close for lunch. The deputy registrar shall post the agency's hours of operation conspicuously at the front door of the agency. The deputy registrar shall submit to the Registrar in writing any proposed closing, other than a termination of the operation of the agency, at least ten calendar days in advance. Any such closing is subject to prior written consent of the Registrar. In cases of emergency, the Registrar may waive the ten-day notice requirement.
15. **OFFICE MANAGEMENT.** The deputy registrar shall appoint a full-time office manager, who shall be either the deputy registrar himself or herself or a full-time employee with responsibility for management of the agency. The office manager shall be regularly scheduled, and shall work at least thirty-six (36) hours per week during regular business hours. The deputy registrar shall also designate an assistant office manager who shall supervise the agency in the absence of the deputy registrar and the full-time office manager. The deputy registrar shall be on duty at the deputy registrar agency at least twenty (20) hours per week, regularly scheduled, during regular business hours. This twenty-hour requirement does not apply to nonprofit corporations, county auditors, or clerks of court.
16. **EMERGENCIES.** The deputy registrar shall keep the BMV informed in writing of his or her primary residence address and telephone number where the deputy registrar may be contacted in the event of an emergency. The deputy registrar shall provide the same information with regard to the full-time office manager. The deputy registrar shall promptly notify the BMV of any changes in the above information.
17. **EMPLOYEES.** The parties understand and agree that the deputy registrar is an independent contractor and that any employees engaged by the deputy registrar are employees of the deputy registrar and not employees of the Bureau of Motor Vehicles or the State of Ohio. The deputy registrar agrees that all employees employed in operation of the deputy registrar agency shall be paid at a rate of not less than the state or federal minimum wage rates, whichever is higher.

Background checks. The deputy registrar shall obtain, at the deputy registrar's own expense, background checks of all of the deputy registrar's employees who have not had background checks within the twelve months immediately preceding the start of the contract. No employee or prospective employee shall be authorized to conduct any deputy registrar transaction, unless a background report is on file for that person in compliance with this paragraph. The background report shall include, at minimum, a check from the Ohio Bureau of Criminal Identification and Investigation (BCII). The Ohio (BCII) criminal background report shall be obtained electronically through the WebCheck system operated by the Attorney General of Ohio. If there is reasonable cause to do so, the Registrar or deputy registrar may require any deputy registrar employee to submit conviction reports from federal or local law enforcement agencies or courts. The deputy registrar shall not hire or retain any employee who fails to cooperate in obtaining the required background checks, or who has been convicted within the past ten years of a felony (a crime punishable by death or imprisonment in excess of one year) or any crime involving dishonesty or false statement.

2015 DEPUTY REGISTRAR CONTRACT TERMS AND CONDITIONS (Cont'd.)

Hiring, compensation and discipline. The deputy registrar shall be responsible for hiring all necessary employees for the agency and shall staff the agency at levels as prescribed by the Registrar. The deputy registrar shall compensate all employees in accordance with the law, the OAC, and his or her proposal. The deputy registrar shall do hiring, promoting, disciplining, and firing on the basis of state and federal laws, rules, and regulations. Persons under 18 years of age are not permitted to work in deputy registrar license agencies.

Self-reporting of criminal convictions and driver license suspensions by deputy registrars and deputy registrar employees. A deputy registrar or deputy registrar employee shall report his or her conviction for any criminal offense, felony or misdemeanor (except for minor traffic offense), and any driver license suspension to the BMV Regional Field Offices immediately upon entering a plea of guilty, no contest, or upon entry of conviction or license suspension, whichever occurs first. The Field Services Office shall notify the Registrar, who shall further assess the severity of the reported infraction(s).

Bilingual employees. In locations where the deputy registrar serves a substantial limited English speaking population, the deputy registrar shall make every reasonable effort to employ bilingual employees who are fluent in English and the predominant language of the limited English speaking population in that area.

Personnel policy. The deputy registrar shall adopt, maintain, and enforce during the entire term of this contract a comprehensive written personnel policy which shall include, at minimum, provisions for: (1) employee hiring, including provisions for hiring employees experienced in deputy registrar agency employment; (2) equal employment opportunity (EEO) compliance provisions; (3) staff training, including attendance at training offered by the BMV; (4) additional staff training to be offered by the deputy registrar to his or her employees; (5) periodic evaluation of employee performance; (6) a disciplinary plan including a list of grounds for discipline and dismissal; (7) a plan for progressive discipline; and (8) a specific dress code, including a list of acceptable attire, a list of unacceptable attire and a policy for maintaining the professional appearance of all staff at all times. The personnel plan shall also include any fringe benefits offered to employees. The deputy registrar shall impose discipline in accordance with the personnel policy.

Employee performance. It is the deputy registrar's responsibility that his or her employees perform the duties of their employment and that they be knowledgeable in applicable laws and regulations pertaining to the operation of the deputy registrar agency, and that they perform their duties in a competent and efficient manner. The deputy registrar shall be responsible for the acts or failure to act of his or her employees.

2015 DEPUTY REGISTRAR CONTRACT TERMS AND CONDITIONS (Cont'd.)

Staffing levels. During periods of high volume, the deputy registrar shall have all terminals within the agency fully staffed. The deputy registrar shall maintain staffing at the rate prescribed by the Registrar based upon the number of transactions. Recommended weekly staff hours are set forth in RFP Section 1.5, Agency Specifications. The deputy registrar shall adopt record keeping procedures sufficient to ensure BMV representatives that staffing requirements are fully met. The deputy registrar shall adopt procedures to provide direct customer assistance to ensure that customers standing in line have proper documentation for their intended transactions. The deputy registrar shall have a notary public on duty at all times during the business hours of the agency.

Roster of employees. The deputy registrar shall provide the BMV, on a continuing basis, with a roster containing the names, addresses, dates of birth, home telephone numbers and working hours of all the deputy registrar's employees.

Training. The deputy registrar and the employees of the deputy registrar shall attend all necessary training sessions as prescribed by the Registrar and shall pay all travel and meal expenses incurred. The cost of all BMV-conducted training (tuition) shall be borne by the BMV. All deputy registrars and license agency employees are required to receive comprehensive training in license agency business operational policies, procedures, and practices prior to independently performing any type of license agency transactions. Comprehensive training shall include, but not be limited to; mandatory BMV fraudulent document training, new legislated or BMV-initiated process and procedures training, and any other training determined by the BMV to be necessary for operating a deputy registrar license agency business.

Equal opportunity. In carrying out this contract, the deputy registrar shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, religion, sex, disability, age, sexual orientation, or any other basis which would be illegal under state or federal law, regulation, or rule. The deputy registrar shall ensure that applicants are hired, and that employees are treated during employment, without regard to the bases listed above. Such action shall include but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

Notice of equal opportunity. The deputy registrar shall post in conspicuous places available to all employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause. The deputy registrar shall, in all solicitations or advertisements for employees placed by or on his or her behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, religion, sex, disability, age, or sexual orientation. Failure to hire qualified minorities in accord with Federal Equal Employment Opportunity (EEO) laws shall be grounds to terminate this contract.

Equal opportunity in services. The deputy registrar shall offer services to members of the public without regard to race, religion, color, national origin, sex, disability, age, or sexual orientation and shall not discriminate in the provision of services.

2015 DEPUTY REGISTRAR CONTRACT TERMS AND CONDITIONS (Cont'd.)

Avoidance of sexual harassment. The deputy registrar shall adopt and enforce a policy which prohibits sexual harassment in any form or manner. The deputy registrar immediately shall notify the Registrar in writing whenever there is any allegation of sexual harassment, whether or not there is any foundation for the allegation.

Withholding taxes and premiums. The deputy registrar accepts full responsibility for the payment of all unemployment compensation premiums, all workers' compensation premiums, social security contributions and any and all taxes for which he or she is legally responsible. The deputy registrar shall comply with all applicable federal, state, and local laws regulating the withholding of income taxes or other taxes from the employees' paychecks.

Federal Insurance Contributions Act (FICA) tax. FICA is a tax imposed on both employers and employees to fund Social Security and Medicare. Employees of the State of Ohio and its political subdivisions, including county auditors, clerks of court, and their employees are exempt from paying the Social Security portion of FICA taxes because they are covered by an alternative retirement and pension plan under the Ohio Public Employees Retirement System (OPERS). Individual deputy registrars and nonprofit corporation deputy registrars are independent contractors and are not employees of Ohio or its political subdivisions. Therefore, individual deputy registrars, nonprofit corporation deputy registrars, and their respective employees are not eligible to be covered by OPERS, and are required to withhold and pay all FICA taxes.

Workers' compensation. The deputy registrar shall apply for a workers' compensation risk number in the deputy registrar's name, shall pay all premiums, claims, and expenses incurred for the deputy registrar's employees and shall indemnify and hold the BMV harmless on any liability for the same.

Credit disclosure. The deputy registrar may require license agency employees to provide disclosure of credit information only within strict accordance with the provisions contained in the The Fair Credit Reporting Act.

18. **BANKING REQUIREMENTS.** Pursuant to R.C. 4503.10, the Registrar, subject to the approval of the Director, may designate a local bank or depository for deposit of all State funds. Where the Registrar has designated a local bank or depository, the deputy registrar shall deposit all state monies collected by the deputy registrar into that bank or depository to the credit of the "State of Ohio, Bureau of Motor Vehicles" not more than one business day after their collection. The deputy registrar shall comply with the provisions of the ORC, the OAC, this contract, the Deputy Registrar Manual, and any directives from the Registrar in the collection, deposit, and reporting of, and accounting for, all State monies.

2015 DEPUTY REGISTRAR CONTRACT TERMS AND CONDITIONS (Cont'd.)

18. **BANKING REQUIREMENTS (Cont'd.).** The deputy registrar shall, on a daily basis: have a bank teller or official verify each deposit form; transmit sales data and deposit information by computer terminal to the BMV; and prepare and submit daily deposit forms, together with all documentation prescribed by the Registrar. If the Registrar does not designate a local bank or depository, the deputy registrar shall establish an account in a bank or depository located in the State of Ohio. The account shall meet all requirements prescribed by the Registrar. If the account does not meet those requirements, the Registrar may require the deputy registrar to establish a new account in an approved financial institution which meets all requirements prescribed by the Registrar. The deputy registrar shall notify the Registrar in writing at least thirty days prior to changing the depository bank for the State demand account. Such change shall be made by the deputy registrar only with the advance written consent of the Registrar.

Prohibition against commingling. The monies collected by the deputy registrar on behalf of the State shall be deposited into the State account. The deputy registrar shall maintain a separate account for all other funds and shall not commingle State funds with funds from any other account.

Acceptance of checks. The deputy registrar shall accept personal and business checks only if made payable to Ohio Treasurer of State in payment for motor vehicle registrations, driver licenses, commercial driver licenses and identification cards, and in payment of the statutory fees associated with those transactions, in a manner prescribed by the Registrar. If a check is made payable to Ohio Treasurer of State, and is received in strict compliance with the procedures prescribed by the Registrar, the BMV shall accept liability for the check. In such case, the deputy registrar shall not accept payment for any check returned for insufficient funds, but shall refer the matter to the BMV for collection. If the check is not received in strict compliance with the regulations prescribed by the Registrar, the deputy registrar shall be liable for any check returned for insufficient funds or any other dishonor.

Effect of Federal Check Clearing for the 21st Century Act. The parties acknowledge that Congress has passed a federal law commonly known as the Check 21 Act. To comply with this act, banks may start requiring that all checks be imaged and electronically deposited to the account instead of depositing the paper checks. This would require the deputy registrar to scan all checks received each business day and submit an electronic batch file to the bank, and secure the original paper checks on site for a minimum of fourteen business days before they can be destroyed. The BMV and the deputy registrars may be required to comply with the mandated changes. It is unknown what all of the requirements on the BMV or the deputy registrar would be if banks require that checks be imaged and transmitted electronically. The BMV and the deputy registrar agree to cooperate to accomplish any changes in a mutually beneficial way to the extent it is practical to do so.

2015 DEPUTY REGISTRAR CONTRACT TERMS AND CONDITIONS (Cont'd.)

19. **CREDIT AND DEBIT CARDS.** The deputy registrar shall process credit cards and debit cards in accordance with the proposal submitted by the deputy registrar and in accordance with one of the following two (2) standards.

Option 1. No acceptance of credit and debit cards. If the deputy registrar's proposal did not include provisions for the acceptance of credit cards and debit cards, the deputy registrar shall not be required to accept credit cards or debit cards unless the General Assembly enacts legislation or the Registrar adopts administrative rules requiring the acceptance of said cards. In either case, this contract may be amended to provide for acceptance in accordance with the legislation or rule.

Option 2. Acceptance of credit and debit cards by use of a deputy registrar supplied automated teller machine (ATM). If the deputy registrar's proposal included acceptance of credit cards and debit cards through the use of a deputy registrar supplied ATM, the deputy registrar shall offer those services throughout the term of the contract unless the General Assembly enacts legislation or the Registrar adopts administrative rules governing the acceptance of credit cards and debit cards. The BMV shall not pay any costs whatsoever in connection with the use of the deputy registrar's ATM system. The customers of the deputy registrar and the BMV shall not pay any additional fees or expenses except in full compliance with all state and federal laws, including the Truth in Lending Act.

Important: The BMV intends to implement an over-the-counter system for processing credit and debit transactions during the term of this contract period. The over-the-counter credit and debit card processing system will become mandatory for use by all deputy registrar license agency businesses when implemented by the BMV.

20. **TELEPHONE ACCESSIBILITY.** The deputy registrar shall maintain sufficient business telephone lines and adequate personnel to meet the demands of the agency. The deputy registrar must establish and maintain a listing in the local business white pages in accordance with instructions prescribed by the Registrar. The deputy registrar shall notify the Registrar in writing at least thirty days prior to any proposed change in the agency's phone number. Such change may be made only with the advance written consent of the Registrar.

The deputy registrar shall make his or her office telephone number available to the BMV or to any successor deputy registrar, if requested by the BMV, and also cooperate in having telephone calls forwarded through the telephone company if the successor deputy registrar has a different telephone number. The deputy registrar agrees to pay reasonable damages to the BMV and any successor deputy registrar for failure to comply with this paragraph.

21. **RECORD KEEPING.** The deputy registrar shall maintain records and make them available to BMV representatives for inspection sufficient to show that the deputy registrar has complied with the requirements of this contract.

2015 DEPUTY REGISTRAR CONTRACT TERMS AND CONDITIONS (Cont'd.)

Records retention. Pursuant to R.C. 4501.021, the Registrar shall determine the methods for obtaining, collecting, recording, and maintaining the records of the deputy registrars that pertain to driver's or commercial driver's licenses, identification cards, and vehicle registrations, including photographic or digitalized images, and electronic or digitalized signatures. The registrar may choose methods including paper, film, digital or other electronic media, or any other media that reasonably allows for recording, maintaining, and retrieving the records in a reliable manner, and the deputy registrar shall conform to those methods. Each deputy registrar shall retain copies of all records and transactions performed for the BMV in accordance with methods and retention periods prescribed by the Registrar.

22. **MINIMUM SITE CRITERIA.** This contract is contingent upon the deputy registrar's maintaining in force during the entire contract period a lease or sublease that extends, by its terms, to the end of the contract period or ownership of the premises, and upon the deputy registrar's remaining at the site agreed to at the time of the contract award, subject to the advance written consent of the Registrar allowing the deputy registrar to move to a new site. The deputy registrar shall maintain a clean, orderly, and well-lit place of business. The deputy registrar shall provide adequate parking for customers, including disability parking, as prescribed by the Registrar. The deputy registrar shall provide accessibility to individuals with disabilities, an adequate waiting area, adequate air conditioning, heating, ventilation, lighting and restroom facilities for employees. The entire deputy registrar premises shall be smoke-free. The site shall be in compliance with the (federal) Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. Section 12101, et seq., as amended.

23. **LEASE FILING AND LEASE CONTINUATION AGREEMENT.** The deputy registrar shall keep on file with the BMV at all times a copy of the current lease for the deputy registrar agency site.

In addition, a deputy registrar operating at a Deputy Provided Site is encouraged to obtain a fully executed lease continuation agreement (LCA) signed by the deputy registrar, the property owner (lessor), and the Registrar. The purpose of the LCA is to give the BMV an opportunity to continue the operation of a deputy registrar agency at the same location in the unlikely event that the deputy registrar does not continue the operation of the agency through the entire term of the deputy registrar contract.

24. **BUSINESS ENVIRONMENT.** The deputy registrar shall provide a clean, healthy business environment and a friendly and efficient driver licensing and vehicle registration service to all patrons, as well as information on optional mail-in, telephone and online vehicle registration, and all highway and public safety promotions.
25. **FACILITY STANDARDS.** The deputy registrar shall maintain, in accordance with the requirements prescribed by the Registrar, climate control, adequate restroom facilities, a security plan for the safety of the agency's employees and patrons, agency accessibility, and a facility maintenance plan. The deputy registrar shall comply with all applicable Ohio Building Code requirements and the Americans with Disabilities Act (ADA) when constructing or remodeling the deputy registrar agency.

2015 DEPUTY REGISTRAR CONTRACT TERMS AND CONDITIONS (Cont'd.)

Facility maintenance. The deputy registrar shall adopt an acceptable facility maintenance plan and shall be responsible for assuring that the interior and exterior of the deputy registrar agency premises are maintained in a clean, safe, and attractive condition at all times. The facility maintenance plan shall, at minimum, provide that any carpeting and/or flooring be professionally cleaned as needed and no less than once per year and that the walls be maintained at all times and be repainted at least once during the term of the contract.

Counters. The deputy registrar is responsible for providing counters to accommodate the BMV supplied equipment to serve customers in a convenient manner, and to accommodate the efficiency and comfort of the deputy registrar's employees.

Office furniture, equipment and supplies. The deputy registrar is responsible for providing all office equipment and supplies except the computers and the BMV-supplied equipment and inventory. The deputy registrar is responsible for providing all office furniture for both employees and customers (desks, chairs, tables, etc.), office equipment (typewriter, calculators, file cabinets, trash receptacles, shelving, etc.), a copy machine, a document cross-cut shredder, and a fax machine (or a machine capable of both), a safe or secure locking cabinet, and office supplies necessary to operate the deputy registrar agency. The Registrar may adopt, and require the deputy registrar to maintain, standards for the furnishing of the agency sufficient to assure the comfort and safety of customers and employees.

Special provisions for certain BMV Controlled Sites. For certain BMV Controlled Sites, the BMV may make arrangements for the installation of the alarm system, the construction or modification of counters, the installation or modification of signs, any other mandatory equipment, and any or all equipment or furnishings required to ensure the comfort of customers and employees. The deputy registrar shall either pay for any such improvements or shall reimburse the BMV for any such improvements at the BMV's actual costs, usually on an amortized basis, and shall be responsible for maintaining those improvements during the term of the contract.

Signs. The deputy registrar shall ensure that the agency is well marked, with adequate signs to enable potential patrons to locate the agency conveniently. The signs identifying the deputy registrar agency shall be sufficient to identify the agency, shall comply with all applicable zoning requirements, and shall include at least one outside sign. Sign specifications and provisions are contained within the Deputy Registrar Manual. The Registrar may change these specifications from time to time, and the deputy registrar shall comply with any changes in specifications.

26. **EVALUATION.** The deputy registrar shall make available for review by the Director, the Registrar, or the Auditor of State or their designated representatives the records and files of all transactions pertaining to BMV business. This review may be performed at the deputy registrar's agency or at any other place to be determined by the Director or Registrar.

2015 DEPUTY REGISTRAR CONTRACT TERMS AND CONDITIONS (Cont'd.)

Correction and deficiencies. The Registrar shall appoint persons to evaluate the operation of the deputy registrar agency on a continuing basis to assure continuing compliance. The deputy registrar agrees to correct any deficiencies at the earliest reasonable time. The deputy registrar understands and agrees that, depending on the severity of any problems that may be found to exist, this contract or eligibility for any further contract to operate a deputy registrar agency may be dependent upon the deputy registrar complying with his or her duties under this Contract, the ORC, the OAC, the RFP, the Deputy Registrar Manual, communications from the BMV, and any other matter prescribed by the Registrar.

27. **LIQUIDATED DAMAGES.** Since any actual damages that may be incurred by the Department of Public Safety and the BMV as a result of the deputy registrar's failure of performance or default may be difficult to ascertain, the Registrar may require the payment of liquidated damages by the deputy registrar. The payment of liquidated damages may be required for any material failure of performance, or default, in the amount of fifty dollars per day for each terminal assigned to the agency. "Material failure of performance," or "default," as used in this paragraph, includes: (1) an unsatisfactory score on any evaluation performed by a designee of the Registrar; (2) a failure of performance of the deputy registrar's obligations described in the applicable paragraphs of the OAC; (3) any ground that would justify termination of this contract for cause; or (4) any ground that would justify disqualification of a proposer to be awarded a contract. The BMV shall provide written notice of default to the deputy registrar. Such notice shall specify a reasonable time, not less than seventy-two hours from receipt of written notice, to cure the default. Service of written notice is complete upon its delivery to the deputy registrar personally or to the agency. If it is delivered to the agency, the time to cure begins to run immediately, provided that the agency is open or is scheduled to be open; otherwise, it begins to run when the agency next opens or is next scheduled to open.

If the default is not cured by the deadline, the deputy registrar shall immediately begin to pay liquidated damages each day, and shall continue to pay each day until the day that the deputy registrar and the Registrar agree that the default has been cured. The Registrar may grant an extension of the deadline to cure. The deputy registrar agrees that liquidated damages are not required as a penalty, but as compensation to the BMV. The BMV's exercise of its rights under this paragraph is in addition to all other rights and remedies. Neither the Registrar's use or waiver of the BMV's rights under this paragraph shall constitute a waiver by the Registrar of any other term of this contract.

28. **FIREARM, DEADLY WEAPON, AND DANGEROUS ORDNANCE PROVISIONS.** Ohio law permits certain persons to obtain a license and to carry a concealed handgun under certain circumstances. Even with this license, the law prohibits licensees from carrying concealed handguns in certain facilities and places. In accordance with the concealed carry law and other provisions of the ORC, the Registrar requires each deputy registrar to post a sign in a conspicuous place on or near all of the agency entrances stating that it is illegal to carry a firearm, deadly weapon, or dangerous ordnance anywhere on the agency premises. The Registrar will provide an appropriate sign or signs to all deputy registrars. The Registrar will also provide specific instructions and training to the deputy registrars regarding the applicable provisions of the law and the posting of the signs.

2015 DEPUTY REGISTRAR CONTRACT TERMS AND CONDITIONS (Cont'd.)

29. **CLOSURE OF AGENCY UPON DEATH OR DISABILITY OF DEPUTY REGISTRAR.** The deputy registrar shall appoint an employee whose duty it shall be to notify the Registrar within twenty-four hours in case of the death, disability, incarceration, or unavailability of the deputy registrar. The operation of the deputy registrar agency shall cease upon the death, disability, incarceration exceeding seventy-two hours, or unavailability of the deputy registrar, and shall not reopen until such time as the Registrar appoints an interim deputy registrar or a new deputy registrar.
30. **TERMINATION BY DEPUTY REGISTRAR.** The deputy registrar may terminate this contract only by giving ninety days' written notice to the Registrar. Such a notice shall not operate to make the deputy registrar eligible to enter into any other deputy registrar contract whose term begins before the term of this contract is scheduled to end. The deputy registrar agrees that he or she will not cease to conduct his or her business until adequate arrangements have been made by the Registrar and the Registrar agrees to the arrangements in writing.
31. **TERMINATION BY REGISTRAR.** The Registrar shall, with the approval of the Director, terminate this contract and immediately remove the deputy registrar if the deputy registrar violates any provision of the ORC related to his or her duties as a deputy registrar, any rule adopted by the Registrar, or any term of this contract. The contract may also be terminated by act of the Ohio General Assembly.
32. **REMOVAL OF DEPUTY REGISTRAR.** The Registrar may, with the approval of the Director, remove a deputy who, in the opinion of the Registrar, has engaged in any conduct that is either unbecoming of one representing the State or is inconsistent with the efficient operation of the deputy registrar agency.
33. **GOOD FAITH.** The deputy registrar agrees to act in good faith in the performance of all obligations under this contract.
34. **START OF BUSINESS.** The deputy registrar shall have all office equipment, supplies, and inventory in place, and shall have all employees properly trained, and shall have the deputy agency open for business no later than 8:00 a.m. on the first day of the contract period (Sundays excepted).
35. **AMENDMENT.** This contract may be amended only by a written instrument executed by both parties with the same formality as this contract.
36. **GOVERNING LAW; SEVERABILITY.** This contract shall be governed by and construed in accordance with the laws of the State of Ohio. If any provision of this contract is declared unconstitutional or legally deficient in any other respect, all remaining provisions of this contract shall be severable and shall remain in full force and effect.
37. **NO ASSIGNMENT.** The deputy registrar shall not assign this contract at any time, in whole or in part, nor any of the deputy registrar's responsibilities, without the advance written consent of the Registrar. Any such attempt to assign this contract shall be void.

2015 DEPUTY REGISTRAR CONTRACT TERMS AND CONDITIONS (Cont'd.)

38. **EFFECT OF FEDERAL REAL ID ACT.** The parties acknowledge that Congress has passed a federal law commonly known as the Real ID Act. If Ohio chooses to comply with the Real ID Act in whole, or in part, it will affect significantly the way the Registrar and deputy registrars process and issue driver licenses, commercial driver licenses (CDLs), and state identification (ID) cards. Changes may include additional security requirements, additional document handling procedures, and other requirements, possibly including central issuance of some or all driver licenses, CDLs, and ID cards by the BMV. The BMV and the deputy registrar agree to cooperate to accomplish any changes in a mutually beneficial manner to the extent it is practical to do so.
39. **ANIMALS ON PREMISES.** Neither the deputy registrar nor any deputy registrar employee shall keep a pet or animal of any kind on the agency premises. This prohibition does not apply to "assistance dogs," "guide dogs," "hearing dogs," "service dogs," dogs assisting law enforcement, other recognized "assistance animals," or aquatic life contained in a well-maintained aquarium.

Customers with recognized "Assistance Animals" are permitted to enter deputy registrar agencies to conduct business.

40. **NO GIFTS OR TIPS TO BE ACCEPTED.** To avoid the appearance of impropriety, the deputy registrars, their employees (full or part-time), and any independent contractors working for them who provide service(s) to any BMV customer shall refrain from, and are hereby prohibited from, accepting any money tips, gifts, services, or anything of value for themselves, or any of their family members or friends from their deputy registrar customers.

Anything of value shall include, but not be limited to: gift cards and other cash equivalents, money, bonds, money tips, checks, gifts of goods or services, special privileges, tickets, coupons, samples, exchanging of anything of value, demo products, services or the like.

41. **VENDING SERVICE.** A deputy registrar may operate or contract for the operation of a vending machine at a deputy registrar location if products of the vending machine are consistent with the functions of a deputy registrar. Deputy registrar agencies may operate, or contract to operate, a soft drink or a candy/snack vending machine in the customer service area. It is the responsibility of each deputy registrar to maintain the cleanliness of the vending machine area. A deputy registrar that elects to operate, or contracts to operate, a vending machine shall be financially responsible for any damages to BMV equipment, or supplies that are damaged as a result of the vending machine or any products sold from the vending machine. All contracts and proceeds regarding the operation of the vending machines are the sole responsibility of the deputy registrar.
42. **COLLECTION OF REINSTATEMENT FEES.** At least one deputy registrar in each county shall be afforded the opportunity to be equipped to accept payment for driver license reinstatement fees. The deputy registrar shall collect a service fee of ten dollars for compensation for the services performed. The deputy registrar shall retain eight dollars of the service fee and shall transmit the reinstatement fee, plus two dollars of the service fee, to the registrar for the cost of equipment and/or services provided necessary in connection with accepting reinstatement fees.

2015 DEPUTY REGISTRAR CONTRACT TERMS AND CONDITIONS (Cont'd.)

43. **MINORITY SET-ASIDE CONTRACTS.** The Ohio Department of Administrative Services grants Minority Business Enterprise (MBE) certification for a period not to exceed two years, at which time recertification is required. All Minority set-aside Deputy Registrars are required to maintain a valid MBE certification status throughout the entire term of the deputy registrar contract.
44. **ENTIRE CONTRACT.** This contract incorporates by reference the ORC, the OAC, the RFP, the deputy registrar's proposal, the Deputy Registrar Manual, directives from the Registrar via the BMV, as well as any other matter prescribed by the Registrar or the BMV. This contract, along with those items mentioned directly above, constitute the entire contract between the parties. In case of any inconsistency among the above mentioned items, the inconsistency shall be resolved by giving preference to these items in the following order: the ORC, the OAC, this Contract, the RFP, the Deputy Registrar Manual, directives from the Registrar via the BMV, any other matter prescribed by the Registrar or the BMV, and the deputy registrar's proposal. No officer, employee, or agent of the parties is authorized to make any representation, warranty, or promise not contained in one of the above-mentioned documents.

NOTE: KEEP THIS ENTIRE RFP DOCUMENT. IF YOU ARE AWARDED A CONTRACT, IT FORMS THE TERMS OF YOUR RIGHTS, AUTHORITY, DUTIES, AND OBLIGATIONS.

End of 2015 Deputy Registrar Terms and Conditions